

## HUMAN SERVICES BOARD

# INTRODUCTION

## FINDINGS OF FACT

2. For reasons not explained at the hearing, the petitioner was able to move into this apartment anyway, but after a few months she moved out when it proved to be

unaffordable. It appears she and her child spent the next several weeks staying with friends and relatives.

3. The petitioner reapplied for EA on October 7, 2004. On her application the petitioner indicated she had found a rent-subsidized (Section 8) apartment for \$327 a month that required a deposit of \$600. The Department denied the application because it determined that the petitioner had left her last permanent housing voluntarily.

4. On October 12, 2004 the petitioner moved into the new apartment. On October 18, 2004 she appealed the Department's denial of EA for her security deposit.

5. At all times herein, the petitioner has been employed from 3/4 to full time. As of the date of the hearing in this matter, November 3, 2004, she was current in her rent on the new apartment and had paid \$200 toward the security deposit of \$600. The petitioner does not allege that she faces any imminent adverse action from her landlord because she has not paid the security deposit in full.

ORDER

The Department's decision is affirmed.

REASONS

Under Section 2813.2 of the EA regulations, "aid in procurement of permanent housing", which includes rent deposits, is subject to the following conditions:

- (b) Housing deposits or security payments, not to exceed one month's rent, which may be necessary to obtain permanent housing, may be preauthorized. . .

(Emphasis added.)

In this case, it is clear that the petitioner was able to move into the new apartment without any assistance from the Department. It appears she was able to work out an arrangement with her landlord and the housing authority to make partial payments on her security deposit in addition to her rent. To date, she is under no imminent threat of eviction.<sup>1</sup>

In light of the above, it is unnecessary to determine if the petitioner was facing a "court-ordered or constructive eviction" (the Department's reason for denial) when she applied for EA on October 7, 2004. Even if she was, it cannot be concluded that she met the "necessity" provision of § 2813.2(b), above, to qualify for EA for a deposit. It is, perhaps, fortunate that the petitioner was able to negotiate moving into the new apartment on her own. However, it cannot

be concluded that anything in the EA regulations can be viewed as *requiring* the Department to have paid, or to now pay, her security deposit. Thus, the Board is bound to affirm the Department's decision in this matter. 3 V.S.A. § 3091(d), Fair Hearing Rule No. 17.

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<sup>1</sup> If and when she ever is, she can reapply for EA at that time.